

SITE TERMS AND CONDITIONS OF USE – UPDATED JULY 1, 2022

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REGISTRATION

Some areas of the Site may require you to be or become registered with the Site. When and if you register with the Site, you agree to (a) provide accurate, current and complete information about

yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You are responsible for maintaining the confidentiality of your user's name and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting www.supercybex.com and immediately notify us of the problem by sending us an email through the Contact Us section or by calling at 215-552-6078. You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities that are conducted through your account (including purchases, as applicable) whether or not authorized by you.

PERMITTED AND PROHIBITED USES

Subject to your compliance with these Terms, and solely for so long as you are permitted by SuperCybex to access and use the Site, you may view and make one electronic or paper copy of the information posted on any screens of this Web Site, provided that you use the copy solely for your personal, informational and non-commercial purposes and that you (i) keep all copyright and other proprietary notices intact, (ii) do not modify the Content or use it in a manner that suggests an association with any of our products, services or brands and (iii) do not download quantities of the Content to a database that can be used to avoid future downloads from this Site. While using the Site, the Content, and the Chat you agree to comply with all applicable laws, rules and regulations.

You may not:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Use the Site to advertise or offer to sell goods and services.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site.

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your profile.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use the Site in a manner inconsistent with any applicable laws or regulations.

INFORMATION COLLECTION, USE, AND SHARING

COOKIES POLICY

What Cookies are and how We use them. You should read this policy so You can understand what type of cookies We use, or the information We collect using Cookies and how that information is used.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about You may be linked to the information stored in and obtained from Cookies. For further information on how We use, store and keep your personal data secure, see our Privacy Policy.

We do not store sensitive personal information, such as mailing addresses, account passwords, etc. in the Cookies We use.

Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

For the purposes of this Cookies Policy:

- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Cookies Policy) refers to SuperCybex, 972 Broad St, Newark, NJ 07102
- **Cookies** means small files that are placed on Your computer, mobile device or any other device by a website, containing details of your browsing history on that website among its many uses.
- **Website** refers to SuperCybex Solutions, LLC, accessible from <https://www.supercybex.com/>
- **You** means the individual accessing or using the Website, or a company, or any legal entity on behalf of which such individual is accessing or using the Website, as applicable.

The use of the Cookies

Cookies can be “Persistent” or “Session” Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

Tracking and Performance Cookies

Type: Persistent Cookies

Administered by: Third-Parties

Purpose: These Cookies are used to track information about traffic to the Website and how users use the Website. The information gathered via these Cookies may directly or indirectly identify you as an individual visitor. This is because the information collected is typically linked to a pseudonymous identifier associated with the device you use to access the Website. We may also use these Cookies to test new pages, features or new functionality of the Website to see how our users react to them.

Targeting and Advertising Cookies

Type: Persistent Cookies

Administered by: Third-Parties

Purpose: These Cookies track your browsing habits to enable Us to show advertising which is more likely to be of interest to You. These Cookies use information about your browsing history to group You with other users who have similar interests. Based on that information, and with Our permission, third party advertisers can place Cookies to enable them to show adverts which We think will be relevant to your interests while You are on third party websites.

If You prefer to avoid the use of Cookies on the Website, first You must disable the use of Cookies in your browser and then delete the Cookies saved in your browser associated with this website. You may use this option for preventing the use of Cookies at any time.

If You do not accept Our Cookies, you may experience some inconvenience in your use of the Website and some features may not function properly.

If You'd like to delete Cookies or instruct your web browser to delete or refuse Cookies, please visit the help pages of your web browser.

- For the Chrome web browser, please visit this page from Google: <https://support.google.com/accounts/answer/32050>
- For the Internet Explorer web browser, please visit this page from Microsoft: <http://support.microsoft.com/kb/278835>
- For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>
- For the Safari web browser, please visit this page from Apple: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
- For any other web browser, please visit your web browser's official web pages.

- You can learn more about cookies: [All About Cookies](#).
- If you have any questions about this Cookies Policy, You can contact us by email: info@supercybex.com

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You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our Web Site:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

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The prices displayed on this Site (if any) are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

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Any sweepstakes, contests or games that are accessible through the Site may be governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to any such rules. We urge you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy (which can be found at www.supercybex.com) which, in addition to these Terms, governs any information you submit in connection with such sweepstakes, contests and games. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.

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As a convenience to you, we may provide hyperlinks from this Web Site and descriptions of or references to selected third party Web sites that are not operated by SuperCybex. However, by providing such links, we are not endorsing such third parties or their Web sites or their products or services. We are not responsible or liable for and make no representations about the contents or use of such hyperlinked third-party sites or any further links contained there to other sites. If you use a Web site that is hyperlinked to this Web Site, you do so at your own risk; we are not responsible for assuring that hyperlinked sites are free from computer viruses, worms, Trojan horses or other destructive devices. We may discontinue our hyperlinks to any third-party site at any time without notice or obligation to you.

LINKS TO THIS WEB SITE

If you wish to provide a hyperlink from your Web site to this Web Site, you may do so only under the following conditions: (i) any link to our Site must be a text-only link and clearly marked “SuperCybex Solutions” Web Site”; (ii) the link must “point” to the URL www.supercybex.com and not to other pages within our Site; (iii) when selected by a user, the link must display our Site on full-screen and not within a “frame” on the linking site; (iv) the appearance, position and other attributes of the link may not imply that you or any related organizations or entities are endorsed or sponsored by, affiliated with, or associated with us; (v) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our names and trademarks; (vi) the linked site may not contain content that could be construed as distasteful, offensive or controversial or that is not appropriate for all age, racial, religious and other groups protected by law; and (vii) we reserve the right to revoke our consent to the link at any time in our sole discretion and you will remove the link immediately upon our request. By linking your Web site to ours, you are agreeing to be bound by these Terms.

LIMITATION OF LIABILITY

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GOVERNING LAW

These Terms will be governed by and construed in accordance with the laws of the State of New Jersey and the United States of America, without reference to any choice of law rules under New Jersey law. You agree that any action at law or in equity arising out of or relating to these Terms or relating your use of this website will be filed only in the state or federal courts located in Bergen County in New Jersey and you agree to submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and to waive any jurisdictional, venue or inconvenient forum objections to such courts.

TERMINATION

These Terms are effective until terminated. SuperCybex, in its sole discretion, may terminate your access to or use of the Site, at any time and for any reason, including if SuperCybex believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that SuperCybex may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that SuperCybex and the Affiliated Entities shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The “Intellectual Property,” “Forums and Public Communication,” “Disclaimer of Warranties,”

“Limitation of Liability,” “Governing Law,” “Termination,” “Jurisdictional Issues,” and “Miscellaneous” sections will survive any termination of these Terms.

VIOLATIONS

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including suspension or blocking of your access to this Web Site. Our failure to enforce any provision of these Terms will not constitute a waiver of such provision or of our legal or equitable rights. You agree to defend and indemnify us and our directors and employees from and against any and all damages, claims, liabilities and costs arising directly or indirectly from (i) your violation of these Terms or your use of this Site; (ii) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (iii) your activities in connection with the Site.

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The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by SuperCybex infringe your copyright (for example, materials posted by SuperCybex on one of our forums), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow SuperCybex to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by SuperCybex against you, the DMCA permits you to send SuperCybex a counter-notice. Notices and counter-notices must meet the then- current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Shani Ankri. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

FILTERING

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the two web sites GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that SuperCybex does not endorse any of the products or services listed at such site.

ABILITY TO AGREE TO THESE TERMS

By using the Site, you affirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

JURISDICTIONAL ISSUES

The Site is solely directed to individuals residing in the United States. We make no representation that Content or Chat available on or through the Site is appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. We reserve the right to limit the availability of the Site and/or the provision of any service, program, film or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service, program, film or other product that we provide.

QUESTIONS

We welcome questions, comments and other feedback about this Terms of Use, the Web Site and about our products and services. However, please be aware that we will treat all such communications as non- confidential and may reproduce, use, disclose and distribute them without notice or obligation to you. If you have any questions or comments, please send an e-mail through the Contact Us section of www.supercybex.com.

MISCELLANEOUS

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